

**A RESOLUTION  
BY FINANCE/EXECUTIVE COMMITTEE**

**A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO MAKE AN ADDITIONAL PURCHASE UNDER THE PREVIOUSLY-AUTHORIZED COOPERATIVE PURCHASING AGREEMENT WITH SOFTCHOICE CORPORATION, AN AUTHORIZED RESELLER OF NUMARA FOOTPRINTS ASSET MANAGEMENT BUNDLE SOFTWARE FOR ADDITIONAL SOFTWARE LICENSES TO TRACK AND MANAGE THE CITY'S TECHNOLOGY HARDWARE INVENTORY ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY AND THE DEPARTMENT OF WATERSHED MANAGEMENT, IN AN AMOUNT NOT TO EXCEED NINETY-FOUR THOUSAND, TWO HUNDRED NINETY-TWO DOLLARS AND TWENTY-FIVE CENTS (\$94,292.25); ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM FUND, DEPARTMENT, ORGANIZATION AND ACCOUNT NUMBERS 1001 (GENERAL FUND) 050211 (IT NETWORK MANAGEMENT) 5424004 (SOFTWARE (\$5,000+)) 1535000 (DATA PROCESSING/MANAGEMENT INFORMATION SYSTEM) [\$41,345.85] AND 5051 (WATER & SEWER) 170113 (INFORMATION SYSTEMS) 5213001 (CONSULTING/PROFESSIONAL SERVICES) 1535000 (DATA PROCESSING/MANAGEMENT INFORMATION SYSTEM) [\$52,946.40]; AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Atlanta ("City") entered into a cooperative purchasing agreement with SoftChoice Corporation utilizing the General Services Administration ("GSA") Contract Number GS-35F-0196M to purchase Numara Footprints Asset Management Bundle software, training and support pursuant to Resolution number 10-R-0884, adopted by Atlanta City Council on May 17, 2010 and approved by the Mayor on May 25, 2010; and

**WHEREAS**, the Department of Information Technology ("DIT") and the Department of Watershed Management ("DWM") desires to purchase additional Numara Footprints Asset Bundle licenses for the Inventory Manager, Deployment Manager, Patch Manager, Remote Manager and Vulnerability Manager modules; and

**WHEREAS**, the total cost of the additional licenses is Ninety-Four Thousand, Two Hundred Ninety-Two Dollars And Twenty-Five Cents (\$94,292.25) to be charged to and paid from Fund, Department, Organization and Account Numbers 1001 (General Fund) 050211 (IT Network Management) 5424004 (Software (\$5,000+)) 1535000 (Data Processing/Management Information System) [\$41,345.85] and 5051 (Water & Sewer) 170113 (Information Systems) 5213001 (Consulting/Professional Services) 1535000 (Data Processing/Management Information System) [\$52,946.40]; and

**WHEREAS**, pursuant to Section 2-1608 of the City of Atlanta Code of Ordinances, the Chief Procurement Officer may procure supplies, services or construction items through contracts established by a public procurement unit where such contracts and contractors substantially meet the requirements of the procurement code; and

**WHEREAS**, the Chief Information Officer and the Chief Procurement Officer have verified that GSA Contract Number GS-35F-0196M with Softchoice Corporation, an authorized reseller of Numara Asset Bundle software is still valid as an appropriate source for a cooperative purchase.

**WHEREAS**, the Chief Information Officer and the Chief Procurement Officer recommend utilizing GSA Contract Number GS-35F-0196M with Softchoice Corporation to cooperatively purchase the additional aforementioned Numara Footprints Asset Bundle software licenses.

**NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA**, that the Mayor is authorized to purchase additional licenses under the previously authorized cooperative purchasing agreement with Softchoice Corporation, utilizing GSA Contract Number GS-35F-0196M, for Numara Footprints Asset Bundle software licenses in an amount not to exceed Ninety-Four Thousand, Two Hundred Ninety-Two Dollars And Twenty-Five Cents (\$94,292.25).

**BE IT FURTHER RESOLVED**, that all contracted work will be charged to and paid from Fund, Department, Organization and Account Numbers 1001 (General Fund) 050211 (IT Network Management) 5424004 (Software (\$5,000+)) 1535000 (Data Processing/Management Information System) [\$41,345.85] and 5051 (Water & Sewer) 170113 (Information Systems) 5213001 (Consulting/Professional Services) 1535000 (Data Processing/Management Information System) [\$52,946.40].

**BE IT FURTHER RESOLVED**, that the Chief Procurement Officer in consultation with the City Attorney is directed to prepare the appropriate documents for execution by the Mayor.

**BE IT FINALLY RESOLVED**, that the Agreement will not become binding upon the City, and the City shall incur no liability upon same until contract has been approved by the City Attorney as to form, executed by the Mayor, attested to by the Municipal Clerk, and delivered to the contracting parties.

**Part II: Legislative White Paper:** (This portion of the Legislative Request Form will be shared with City Council members and staff)

**A. To be completed by Legislative Counsel:**

**Committee of Purview:** FINANCE/EXECUTIVE

**Caption:**

**A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO MAKE AN ADDITIONAL PURCHASE UNDER THE PREVIOUSLY-AUTHORIZED COOPERATIVE PURCHASING AGREEMENT WITH SOFTCHOICE CORPORATION, AN AUTHORIZED RESELLER OF NUMARA FOOTPRINTS ASSET MANAGEMENT BUNDLE SOFTWARE FOR ADDITIONAL SOFTWARE LICENSES TO TRACK AND MANAGE THE CITY'S TECHNOLOGY HARDWARE INVENTORY ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY AND THE DEPARTMENT OF WATERSHED MANAGEMENT, IN AN AMOUNT NOT TO EXCEED NINETY-FOUR THOUSAND, TWO HUNDRED NINETY-TWO DOLLARS AND TWENTY-FIVE CENTS (\$94,292.25); ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM FUND, DEPARTMENT, ORGANIZATION AND ACCOUNT NUMBERS 1001 (GENERAL FUND) 050211 (IT NETWORK MANAGEMENT) 5424004 (SOFTWARE (\$5,000+)) 1535000 (DATA PROCESSING/MANAGEMENT INFORMATION SYSTEM) [\$41,345.85] AND 5051 (WATER & SEWER) 170113 (INFORMATION SYSTEMS) 5213001 (CONSULTING/PROFESSIONAL SERVICES) 1535000 (DATA PROCESSING/MANAGEMENT INFORMATION SYSTEM) [\$52,946.40]; AND FOR OTHER PURPOSES.**

**Council Meeting Date:** October 4, 2010

**Requesting Dept.:** Information Technology & Watershed

**B. To be completed by the department:**

**1. Please provide a summary of the purpose of this legislation (Justification Statement).**

DIT and DWM would like to purchase additional licenses under the previously authorized cooperative purchasing agreement with Softchoice Corporation, utilizing GSA Contract Number GS-35F-0196M, for Numara Footprints Asset Bundle software licenses in an amount not to exceed Ninety-Four Thousand, Two Hundred Ninety-Two Dollars And Twenty-Five Cents (\$94,292.25).

**2. Please provide background information regarding this legislation.**

DIT entered into a cooperative purchasing agreement with SoftChoice Corporation utilizing GSA Contract Number GS-35F-0196M to purchase Numara Footprints Asset Management Bundle software, training and support pursuant to Resolution number 10-R-0884, adopted by Atlanta City Council on

May 17, 2010 and approved by the Mayor on May 25, 2010; and DIT & DWM have identified the need for additional licenses.

**3. If Applicable/Known:**

- (a) **Contract Type (e.g. Professional Services, Construction Agreement, etc):** Licenses and support
- (b) **Source Selection:** Cooperative Purchase # GS-35F-0196M
- (c) **Bids/Proposals Due:**
- (d) **Invitations Issued:**
- (e) **Number of Bids:**
- (f) **Proposals Received:**
- (g) **Bidders/Proponents:**
- (h) **Term of Contract:** 1 year

4. **Fund Account:** 1001 (General Fund) 050211 (IT Network Management) 5424004 (Software (\$5,000+)) 1535000 (Data Processing/Management Information System) [\$41,345.85] and 5051 (Water & Sewer) 170113 (Information Systems) 5213001 (Consulting/Professional Services) 1535000 (Data Processing/Management Information System) [\$52,946.40];

5. **Source of Funds:**

6. **Fiscal Impact:** \$94,292.25

7. **Method of Cost Recovery:**

**This Legislative Request Form Was Prepared By:** Kathleen Lane, DIT Compliance Analyst

## **Legislation Summary**

**Committee of Purview:**

**Caption**

A resolution authorizing the Mayor to execute an appropriate contractual agreement on behalf of the Department of Information Technology with Softchoice Corporation an amount not to exceed ninety four thousand two hundred ninety two dollars and twenty five cents (\$94,292.25). All contract work shall be charged to and paid from fund account and center number: 1001 (General Fund), 050211 (IT Network Management), 5424004 (Software (\$5,000+) ), 1535000 (Data Processing/Management Information System) (\$41,345.85) and 5051 (Water & Sewer), 170113 (Information Systems), 5213001 (Consulting/Professional Services), 1535000 (Data Processing/Management Information System) (\$52,946.40).

**Council Meeting Date:** October 04, 2010

**Legislation Title:** Resolution authorizing the Chief Procurement Officer to utilize the Federal GSA Contract #GS-35F-0196M with Softchoice Corporation, an authorized reseller of Numara Footprints Asset Management Bundle Software for Additional Software Licenses to Track and Manage the City's Technology Hardware Inventory on behalf of the Department of Information Technology in an amount not to exceed ninety four thousand two hundred ninety two dollars and twenty five cents (\$94,292.25). All contract work shall be charged to and paid from fund account and center number: 1001 (General Fund), 050211 (IT Network Management), 5424004 (Software (\$5,000+) ), 1535000 (Data Processing/Management Information System) (\$41,345.85) and 5051 (Water & Sewer), 170113 (Information Systems), 5213001 (Consulting/Professional Services), 1535000 (Data Processing/Management Information System) (\$52,946.40).

**Requesting Department:** Department of Information Technology

**Contract Type:** N/A

**Source Selection:** Federal GSA Contract #GS-35F-0196M

<b>Bids/Proposals Due:</b>	<b>N/A</b>
<b>Invitations Issued:</b>	<b>N/A</b>
<b>Number of Bids/ Proposals Received:</b>	<b>N/A</b>
<b>Bidders/Proponents:</b>	<b>N/A</b>
<b>Justification Statement:</b>	<b>N/A</b>
<b>Background:</b>	<b>N/A</b>
<b>Fund Account Centers:</b>	<b>1001 (General Fund), 050211 (IT Network Management), 5424004 (Software (\$5,000+ ) , 1535000 (Data Processing/Management Information System) (\$41,345.85) and 5051 (Water &amp; Sewer), 170113 (Information Systems), 5213001 (Consulting/Professional Services), 1535000 (Data Processing/Management Information System) (\$52,946.40).</b>
<b>Source of Funds:</b>	<b>N/A</b>
<b>Fiscal Impact:</b>	<b>N/A</b>
<b>Term of Contract:</b>	<b>N/A</b>
<b>Method of Cost Recovery:</b>	<b>N/A</b>
<b>Approval:</b>	
<b>DOF:</b>	
<b>DOL:</b>	
<b>Prepared By:</b>	<b>Patricia Lowe, Buyer</b>
<b>Contact Number:</b>	<b>404.330.6583</b>



www.softchoice.com

Please forward this to:  
Softchoice Customer 562512

**Michael Dogan**

CITY OF ATLANTA  
WATERSHED INFORMATION SYS  
55 TRINITY AVE SW  
SUITE 4310\4363\SOUTH  
ATLANTA, GA  
30303

Comments: City of Atlanta DWM - Numara



Date: September 10, 2010  
Fax Number:  
Telephone Number: (404) 551-9724  
Customer Reference:

Sent by: Marlu Davis



**Softchoice Corporation**  
7680 Universal Blvd  
Suite 330  
Orlando, FL  
32819

**Sales/Order desk**  
Phone: (800) 268-7638  
Fax: (800) 268-7639

**Marlu Davis**  
Marlu.Davis@softchoice.com  
Phone: (770) 840-5012  
Fax: (770) 734-4536

Page 1 of 1

**Quote# > 5419233**

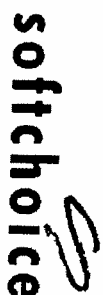
PART	MFGSKU	ITEM DESCRIPTION	QTY	UNIT PRICE	EXT
SBQSWA	149-090-N0019-CHGCFG	FootPrints Additional Named User Agents w/ Change and Config Mgmt Tier 6 for DWM	5	\$1,123.50	\$5,617.50
SBQSWA	149-090-C0019-CHGCFG	FootPrints Additional Conc. User Agents w/ Change and Config Mgmt Tier 6 for DWM	20	\$1,991.50	\$39,830.00
SBQSWA	COMBOPC-PG2	Premium Care	1	\$7,498.90	\$7,498.90
MEMO		TOTAL: \$52,946.40			

All currency in this quote is in US funds.

For a leasing quote, please contact your sales representative or email leasing@softchoice.com.

Taxes and delivery may be extra.

Pricing, availability and special offers are subject to change at any time. Returns may be restricted to factory sealed boxes or defective product only.



www.softchoice.com

Please forward this to:  
Softchoice Customer 802151

**Michael Dogan**

CITY OF ATLANTA  
55 TRINITY AVE SW  
ATLANTA, GA  
30303-3520



Date: September 9, 2010  
Fax Number: (404) 739-9126  
Telephone Number: (404) 551-9724  
Customer Reference:

Sent by: Marlu Davis



**Softchoice Corporation**  
7680 Universal Blvd  
Suite 330  
Orlando, FL  
32819

**Sales/Order desk**  
Phone: (800) 268-7638  
Fax: (800) 268-7639

**Marlu Davis**  
Marlu.Davis@softchoice.com  
Phone: (770) 840-5012  
Fax: (770) 734-4536

Comments: City of Atlanta DIT - Numara

PART		MFGSKU	ITEM DESCRIPTION		Page 1 of 1			Quote# > 5417753		
					QTY	UNIT PRICE	EXT			
SBQSWA	149-090-N0019-CHGCFG		FootPrints Additional Named User Agents w/ Change and Config Mgmt Tier 6 for DIT		5	\$1,123.50	\$5,617.50			
SBQSWA	149-090-C0019-CHGCFG		FootPrints Additional Conc. User Agents w/ Change and Config Mgmt Tier 6 for DIT		15	\$1,991.50	\$29,872.50			
SBQSWA	COMBOPC-PG2		Premium Care		1	\$5,855.85	\$5,855.85			
MEMO			TOTAL: \$41,345.85							

All currency in this quote is in US funds.

For a leasing quote, please contact your sales representative or email leasing@softchoice.com.

Taxes and delivery may be extra.

Pricing, availability and special offers are subject to change at any time. Returns may be restricted to factory sealed boxes or defective product only.




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# C

## ontractor Information

(Vendors) How to change your company in

Contract #: GS-35F-0196M Socio-Economic : Other than small business  
 Contractor: SOFTCHOICE CORPORATION EPLS : Contractor not found on the Excluded Parties  
 Address: 314 W SUPERIOR ST STE 301  
 CHICAGO, IL 60654-3538  
 Govt. Contracting Officer:  
 Phone: (703)815-6110 Andrea N. Bartula  
 E-Mail: kristin.sipes@softchoice.com Phone: 817-850-8185  
 Web E-Mail: andrea.bartula@gsa.gov  
 Address: http://www.softchoice.com/gov/

Source	Title	Contract Number	Contract Terms & Conditions	Contract End Date	Category		View Item
70	GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND SERVICES	GS-35F-0196M		Jan 16, 2012	132 12		A
					132 32		A
					132 33		A
					132 34		A
					132 50		A
					132 51		A
					132 8		A



GOVERNMENT

**AUTHORIZED FEDERAL SUPPLY SERVICE  
INFORMATION TECHNOLOGY SCHEDULE - PRICELIST**

**GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY  
EQUIPMENT, SOFTWARE AND SERVICES**

**Special Item No. 132-8 Purchase of Equipment**

FSC CLASS 7010 - SYSTEM CONFIGURATION

FSC CLASS 7025 - INPUT/OUTPUT AND STORAGE DEVICES

**Special Item No. 132-12 Maintenance of Equipment, and Repair  
Parts/Spare Parts**

**Special Item No. 132-33 Perpetual Software Licenses**

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

**Special Item No. 132-34 Maintenance of Software**

**Special Item No. 132-50 Training Courses**

FPDS Code U012 - FOR INFORMATION TECHNOLOGY EQUIPMENT AND  
SOFTWARE

**Special Item No. 132-51 Professional Services**

**Softchoice Corporation**

Phone: 877.FED.SOFT Fax: 877.310.7639  
[gov.softchoice.com](http://gov.softchoice.com)

**Contract Number: GS-35F-0196M**

**Period Covered by Contract: January 17, 2002 through January 16, 2012**

**Softchoice Corporation is an Other than Small Business Concern**

Pricelist current through Modification #302, dated 03-2010.

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the **GSA Advantage!** System. Agencies can browse **GSA Advantage!** by accessing the Federal Supply Service's Home Page via the Internet at <http://www.fss.gsa.gov/>

## **I. INFORMATION FOR ORDERING OFFICES**

### **SPECIAL NOTICE TO AGENCIES:**

#### **Small Business Participation**

SBA strongly supports the participation of small business concerns in the Federal Supply Schedules Program. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service ([www.fss.gsa.gov](http://www.fss.gsa.gov)). The catalogs/pricelists, GSA Advantage!™ and the Federal Supply Service Home Page ([www.fss.gsa.gov](http://www.fss.gsa.gov)) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

### **1. GEOGRAPHIC SCOPE OF CONTRACT:**

Domestic Delivery is within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Softchoice Corporation will provide domestic and overseas delivery.

### **2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:**

#### **Ordering Address:**

SoftChoice Corporation  
314 W. Superior, Suite 301  
Chicago, IL 60610

Via Phone: (877) FED.SOFT

Fax: (877) 310.7639

Email: [sccgov@softchoice.com](mailto:sccgov@softchoice.com)

#### **Payment Address:**

SoftChoice Corporation  
P.O. Box 18892  
Newark, New Jersey 07191-8892

All other U.S. Government Business correspondence should be sent to:

SoftChoice Corporation  
1840 Michael Faraday Dr., Suite 300  
Reston, VA 20190

Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number can be used by ordering activities to obtain technical and/or ordering assistance:

(877) FED.SOFT or (877) 333-7638

### **3. LIABILITY FOR INJURY OR DAMAGE**

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

**4. STATISTICAL DATA FOR  
GOVERNMENT ORDERING OFFICE  
COMPLETION OF STANDARD FORM 279**

Bloc 9: Block 9:G. Order/Modification Under  
Federal Schedule

Block 16: DUNS 92-902-2028

Block 30: Type of Contractor - C. Large Business

Block 31: Woman-Owned Small Business - No

Block 36: Contractor's Taxpayer Identification  
Number (TIN): 13-3827773

**4a.** CAGE Code: 3DH15

**4b.** Contractor has registered with the Central  
Contractor Registration Database.

**5. FOB DESTINATION:**

All items are FOB Destination to the 48 Contiguous  
states Alaska, Hawaii, Puerto Rico, Washington, DC,  
and U.S. Territories.

**6. DELIVERY SCHEDULE:**

**a. TIME OF DELIVERY:** The Contractor  
shall deliver to destination within the number of  
calendar days after receipt of order (ARO), as set  
forth below:

<u>Special Item Number</u>	<u>Delivery Time</u> <u>(Days ARO)</u>
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132-8	30 Days ARO
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132-33	10 Days ARO
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132-34	10 Days ARO
--------	-------------

**b. EXPEDITED DELIVERY  
TIMES**(may be negotiated outside the  
scope of this contract)

<u>Special Item Number</u>	<u>Delivery Time</u> <u>(Days ARO)</u>
----------------------------	---

132-8	5 Days ARO
-------	------------

132-33	3 Days ARO
--------	------------

**b. URGENT REQUIREMENTS:**

When the Federal Supply Schedule contract delivery  
period does not meet the bona fide urgent delivery  
requirements of an ordering activity, ordering  
activities are encouraged, if time permits, to contact  
the Contractor for the purpose of obtaining  
accelerated delivery. The Contractor shall reply to  
the inquiry within 3 workdays after receipt.  
(Telephonic replies shall be confirmed by the  
Contractor in writing.) If the Contractor offers an  
accelerated delivery time acceptable to the ordering  
activity, any order(s) placed pursuant to the agreed  
upon accelerated delivery time frame shall be  
delivered within this shorter delivery time and in  
accordance with all other terms and conditions of the  
contract.

**7. DISCOUNTS**

Prices shown are NET Prices; Basic Discounts have  
been deducted.

**a.** Prompt Payment: 0% - 30 days from receipt  
of invoice or date of acceptance, whichever is later.

**b.** Quantity discounts have been applied

**c.** Dollar Volume - None

**d.** Federal Government Educational  
Institutions are offered the same discounts.

**e.** Other - None

**8. TRADE AGREEMENTS ACT OF 1979,  
AS AMENDED:**

All items are U.S. made end products, designated  
country end products, Caribbean Basin country end  
products, Canadian end products, or Mexican end  
products as defined in the Trade Agreements Act of  
1979, as amended.

**9. STATEMENT CONCERNING  
AVAILABILITY OF EXPORT PACKING:**

Export packing is available outside the scope of this  
contract.

**10. SMALL REQUIREMENTS:**

The minimum dollar value of orders to be issued is  
\$100.00.

**11. MAXIMUM ORDER:**

(All dollar amounts are exclusive of any discount for prompt payment.)

**a.** The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:

Special Item Number 132-8 – Purchase of Equipment

Special Item Number 132-33 - Perpetual Software Licenses

**b.** The Maximum Order value for the following Special Item Numbers (SINs) is \$25,000:

Special Item Number 132-50 – Training Courses

Note: Maximum Orders do not apply to Special Item Number 132-34 Maintenance of Software.

**12. USE OF FEDERAL SUPPLY SERVICE INFORMATION TECHNOLOGY SCHEDULE CONTRACTS. In accordance with FAR 8.404**

Orders placed pursuant to a Multiple Award Schedule (MAS), using the procedures in FAR 8.404, are considered to be issued pursuant to full and open competition. Therefore, when placing orders under Federal Supply Schedules, ordering activities need not seek further competition, synopsise the requirement, make a separate determination of fair and reasonable pricing, or consider small business set-asides in accordance with subpart 19.5. GSA has already determined the prices of items under schedule contracts to be fair and reasonable. By placing an order against a schedule using the procedures outlined below, the ordering activity has concluded that the order represents the best value and results in the lowest overall cost alternative (considering price, special features, administrative costs, etc.) to meet the ordering activity's needs.

**a.** Orders placed at or below the micro-purchase threshold. Ordering activities can place orders at or below the micro-purchase threshold with any Federal Supply Schedule Contractor.

**b.** Orders exceeding the micro-purchase threshold but not exceeding the maximum order threshold. Orders should be placed with the Schedule Contractor that can provide the supply or service that represents the best value. Before placing an order, ordering activities should consider reasonably available information about the supply or service offered under MAS contracts by using the "GSA Advantage!" on-line shopping service, or by reviewing the catalogs/pricelists of at least three Schedule Contractors and selecting the delivery and other options available under the schedule that meets the ordering activity's needs. In selecting the supply or service representing the best value, the ordering activity may consider--

(1) Special features of the supply or service that are required in effective program performance and that are not provided by a comparable supply or service;

(2) Trade-in considerations;

(3) Probable life of the item selected as compared with that of a comparable item;

(4) Warranty considerations;

(5) Maintenance availability;

(6) Past performance; and

(7) Environmental and energy efficiency considerations.

**c.** Orders exceeding the maximum order threshold. Each schedule contract has an established maximum order threshold. This threshold represents the point where it is advantageous for the ordering activity to seek a price reduction. In addition to following the procedures in paragraph b, above, and before placing an order that exceeds the maximum order threshold, ordering activities shall--

Review additional Schedule Contractors'

(1) catalogs/pricelists or use the "GSA Advantage!" on-line shopping service;

(2) Based upon the initial evaluation, generally seek price reductions from the Schedule Contractor(s) appearing to provide the best value (considering price and other factors); and

(3) After price reductions have been sought, place the order with the Schedule Contractor that provides the best value and results in the lowest overall cost alternative. If further price reductions are not offered, an order may still be placed, if the ordering activity determines that it is appropriate.

**NOTE:** For orders exceeding the maximum order threshold, the Contractor may:

(1) Offer a new lower price for this requirement (the Price Reductions clause is not applicable to orders placed over the maximum order in FAR 52.216-19 Order Limitations);

(2) Offer the lowest price available under the contract; or

(3) Decline the order (orders must be returned in accordance with FAR 52.216-19).

d. Blanket purchase agreements (BPAs). The establishment of Federal Supply Schedule BPAs is permitted when following the ordering procedures in FAR 8.404. All schedule contracts contain BPA provisions. Ordering activities may use BPAs to establish accounts with Contractors to fill recurring requirements. BPAs should address the frequency of ordering and invoicing, discounts, and delivery locations and times.

e. Price reductions. In addition to the circumstances outlined in paragraph c, above, there may be instances when ordering activities will find it advantageous to request a price reduction. For example, when the ordering activity finds a schedule supply or service elsewhere at a lower price or when a BPA is being established to fill recurring requirements, requesting a price reduction could be advantageous. The potential volume of orders under these agreements, regardless of the size of the individual order, may offer the ordering activity the opportunity to secure greater discounts. Schedule Contractors are not required to pass on to all schedule users a price reduction extended only to an individual ordering activity for a specific order.

f. Small business. For orders exceeding the micro-purchase threshold, ordering activities should give preference to the items of small business concerns when two or more items at the same delivered price will satisfy the requirement.

g. Documentation. Orders should be documented, at a minimum, by identifying the Contractor the item was purchased from, the item purchased, and the amount paid. If an ordering activity requirement, in excess of the micro-purchase threshold, is defined so as to require a particular brand name, product, or feature of a product peculiar to one manufacturer, thereby precluding consideration of a product manufactured by another company, the ordering activity shall include an explanation in the file as to why the particular brand name, product, or feature is essential to satisfy the ordering activity's needs.

### **13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS**

Ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDs), which are cited by ordering activities, shall be responded to promptly by the Contractor.

#### **13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS)**

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of

Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

### **13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS)**

Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Supply Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

### **14. SECURITY REQUIREMENTS**

In the event security requirements are necessary, the ordering activities may incorporate, in their delivery orders, a security clause in accordance with current laws, regulations, and individual agency policy; however, the burden of administering the security requirements shall be with the ordering agency. If any costs are incurred as a result of the inclusion of security requirements, such costs will not exceed ten percent (10%) or \$100,000, of the total dollar value of the order, whichever is less.

### **15. CONTRACT ADMINISTRATION FOR ORDERING OFFICES**

Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See C.1.)

### **16. GSA ADVANTAGE!**

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is:  
<http://www.fss.gsa.gov/>.

### **17. PURCHASE OF OPEN MARKET ITEMS**

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.401(d).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if-**

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

### **18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS**

- a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

(1) Time of delivery/installation quotations for individual orders;

(2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.

(3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract. Softchoice Corporation is not the manufacturer of the products offered under this contract, but extends the commercial warranty as stated by the manufacturers offered.

#### **19. OVERSEAS ACTIVITIES**

Not offered within the scope of this contract.

#### **20. BLANKET PURCHASE AGREEMENTS (BPAs)**

Federal Acquisition Regulation (FAR) 13.303-1(a) defines Blanket Purchase Agreements (BPAs) as "...a simplified method of filling anticipated repetitive needs for supplies or services by establishing 'charge accounts' with qualified sources of supply." The use of Blanket Purchase Agreements under the Federal Supply Schedule Program is authorized in accordance with FAR 13.303-2(c)(3), which reads, in part, as follows:

"BPAs may be established with Federal Supply Schedule Contractors, if not inconsistent with the terms of the applicable schedule contract."

Federal Supply Schedule contracts contain BPA provisions to enable schedule users to maximize their administrative and purchasing savings. This feature permits schedule users to set up "accounts" with Schedule Contractors to fill recurring requirements. These accounts establish a period for the BPA and generally address issues such as the frequency of ordering and invoicing, authorized callers, discounts, delivery locations and times. Agencies may qualify for the best quantity/volume discounts available under the contract, based on the potential volume of business that may be generated through such an agreement, regardless of the size of the individual orders. In addition, agencies may be able to secure a discount higher than that available in the contract based on the aggregate volume of business possible under a BPA. Finally, Contractors may be open to a progressive type of discounting where the discount would increase once the sales accumulated under the BPA reach certain prescribed levels. Use of a BPA may be particularly useful with the new Maximum Order feature. See the Suggested Format, contained in this Schedule Pricelist, for customers to consider when using this purchasing tool.

#### **21. CONTRACTOR TEAM ARRANGEMENTS**

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

#### **22. INSTALLATION, DEINSTALLATION, REINSTALLATION**

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the



construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

### **23. SECTION 508 COMPLIANCE**

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following: [gov.softchoice.com](http://gov.softchoice.com).

### **24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES**

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

- (a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply schedule contractor); and
- (b) The following statement:  
This order is placed under written authorization from \_\_\_\_ dated \_\_\_\_.  
In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

### **25. INSURANCE – WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)**

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective –
  - (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
  - (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

### **26. SOFTWARE INTEROPERABILITY.**

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

### **27. ADVANCE PAYMENTS**

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

**TERMS AND CONDITIONS APPLICABLE TO  
PURCHASE OF GENERAL PURPOSE  
COMMERCIAL INFORMATION  
TECHNOLOGY EQUIPMENT (SPECIAL ITEM  
NUMBER 132-8)**

**1. MATERIAL AND WORKMANSHIP**

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

**2. ORDER**

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders and BPAs, telephone orders are permissible.

**3. TRANSPORTATION OF EQUIPMENT**

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

**4. INSTALLATION AND TECHNICAL SERVICES**

All equipment provided under this contract is self-installable.

- a. **INSTALLATION.** When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train Government ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule:

Not Applicable

- b. **INSTALLATION, DEINSTALLATION, REINSTALLATION.** The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic

employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

- c. **OPERATING AND MAINTENANCE MANUALS.** The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

**5. INSPECTION/ACCEPTANCE**

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

**6. WARRANTY**

- a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.

SoftChoice Corporation is not the manufacturer of the products but extends the commercial warranty as stated by the manufacturers offered.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows:

Not applicable

**7. PURCHASE PRICE FOR ORDERED EQUIPMENT**

The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

**8. RESPONSIBILITIES OF THE CONTRACTOR**

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

**9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT**

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

**II. TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE, REPAIR PARTS/SPARE PARTS FOR GOVERNMENT-OWNED GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT (AFTER EXPIRATION OF GUARANTEE/WARRANTY PROVISIONS AND/OR WHEN REQUIRED SERVICE IS NOT COVERED BY GUARANTEE/WARRANTY PROVISIONS) (SPECIAL ITEM NUMBER 132-12)**

**1. MAINTENANCE ORDER**

a. Agencies may use written orders, EDI orders, credit card orders, or BPAs, for ordering maintenance under this contract. The Contractor shall confirm orders within fifteen (15) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (Special Item Number 132-12). Automatic acceptance of order renewals for maintenance service shall apply for machines which may have been discontinued from use for temporary periods of time not longer than 120 calendar days. If the order is not confirmed by the Contractor as prescribed by this paragraph, the order shall be considered to be confirmed by the Contractor.

b. The Contractor shall honor orders for maintenance for the duration of the contract period or a lesser period of time, for the equipment shown in the pricelist. Maintenance service shall commence on a mutually agreed upon date, which will be written into the maintenance order. Maintenance orders shall not be made effective before the expiration of any applicable maintenance and parts guarantee/warranty period associated with the purchase of equipment. Orders for maintenance service shall not extend beyond the end of the contract period.

c. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice, or shorter notice when agreed to by the Contractor; such notice to become effective thirty (30) calendar days from the date on the notification. However, the ordering activity may extend the original discontinuance date upon written notice to the Contractor, provided that such notice is furnished at least ten (10) calendar days prior to the original discontinuance date.

d. Annual Funding. When annually appropriated funds are cited on a maintenance order, the period of maintenance shall automatically expire on September 30th of the contract period, or at the

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: CANDACE L. BYRD

Dept.'s Legislative Liaison: Kathleen Lane

Contact Number: 404-335-1983

Originating Department: Department of Information Technology

Committee(s) of Purview: Finance/Executive Committee

Chief of Staff Deadline: September 14, 2010

Anticipated Committee Meeting Date(s): September 29, 2010

Anticipated Full Council Date: October 4, 2010

Legislative Counsel's Signature: [Signature]

Commissioner Signature: [Signature]

Chief Procurement Officer Signature: [Signature]

CAPTION

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO MAKE AN ADDITIONAL PURCHASE UNDER THE PREVIOUSLY-AUTHORIZED COOPERATIVE PURCHASING AGREEMENT WITH SOFTCHOICE CORPORATION, AN AUTHORIZED RESELLER OF NUMARA FOOTPRINTS ASSET MANAGEMENT BUNDLE SOFTWARE FOR ADDITIONAL SOFTWARE LICENSES TO TRACK AND MANAGE THE CITY'S TECHNOLOGY HARDWARE INVENTORY ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY AND THE DEPARTMENT OF WATERSHED MANAGEMENT, IN AN AMOUNT NOT TO EXCEED NINETY-FOUR THOUSAND, TWO HUNDRED NINETY-TWO DOLLARS AND TWENTY-FIVE CENTS (\$94,292.25); ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM FUND, DEPARTMENT, ORGANIZATION AND ACCOUNT NUMBERS 1001 (GENERAL FUND) 050211 (IT NETWORK PROCESSING/MANAGEMENT INFORMATION SYSTEM) [41,345.85] AND 5051 (WATER & SEWER) 170113 (INFORMATION SYSTEMS) 5213001 (CONSULTING/PROFESSIONAL SERVICES) 1535000 (DATA PROCESSING/MANAGEMENT INFORMATION SYSTEM) [52,946.40]; AND FOR OTHER PURPOSES.

Mayor's Staff Only

Received by CPO: \_\_\_\_\_

(date)

Received by LC from CPO: \_\_\_\_\_

(date)

Received by Mayor's Office: \_\_\_\_\_

(date)

Reviewed by: \_\_\_\_\_

(date)

Submitted to Council: \_\_\_\_\_